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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ERIKA YBARRA, an individual,

Plaintiff,

vs.

WEIDA FREIGHT SYSTEM, INC., a
corporation; and DOES 1 through 10 inclusive,

Defendant.

Case No. 23STCV26984

PLAINTIFF'S COMPLAINT FOR:

- 1. WRONGFUL TERMINATION**
- 2. DISCRIMINATION IN VIOLATION
OF GOVERNMENT CODE SECTION
12940(a)**
- 3. FAILURE TO PREVENT IN
VIOLATION OF GOVERNMENT
CODE SECTION 12940(k)**
- 4. FAILURE TO ENGAGE IN
INTERACTIVE PROCESS IN
VIOLATION OF GOVERNMENT
CODE SECTION 12940(n)**
- 5. FAILURE TO PROVIDE
ACCOMMODATION IN VIOLATION
OF GOVERNMENT CODE SECTION
12940(m)**
- 6. RETALIATION FOR USING PAID
SICK LEAVE IN VIOLATION OF
LABOR CODE SECTION 246.5(c)**
- 7. RETALIATION FOR REFUSING
AND/OR COMPLAINING ABOUT
ILLEGAL CONDUCT IN
VIOLATION OF LABOR CODE
SECTION 1102.5**

8. **FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF LABOR CODE SECTIONS 1194, 1194.2, 1197, 1197.1**
9. **FAILURE TO PAY OVERTIME IN VIOLATION OF SECTIONS 510, 1194, 1198**
10. **FAILURE TO AUTHORIZE AND PERMIT MEAL BREAKS IN VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**
11. **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS IN VIOLATION OF LABOR CODE SECTION 226.7**
12. **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226(a)**
13. **FAILURE TO PAY WAGES OWED TIMELY IN VIOLATION OF LABOR CODE SECTIONS 201 TO 203**
14. **FAILURE TO REIMBURSE NECESSARY EXPENSES IN VIOLATION OF LABOR CODE SECTION 2802**

Plaintiff Erika Ybarra (“Plaintiff”) alleges and complains against Defendants Weida Freight System, Inc. and Does 1 through 10 (collectively, “Defendant”) as follows:

PARTIES | JURISDICTION | VENUE

1. Plaintiff, at all times relevant hereto, is and has been a resident of the State of California.
2. Defendant Weida Freight System, Inc. (“Defendant”) is a “one-stop logistics solution” with “35+ offices all over the worlds with 700+ employees.” Defendant’s headquarters in the United States is at 1309 W Walnut Parkway, Compton, California 90220 (the “worksite”).
3. Defendant conducts business in the State of California.

1 4. Under California Code of Civil Procedure section 395(a), venue is proper in this County
2 because Defendant resides in this County and/or Plaintiff's alleged injuries herein occurred in this County.

3 5. The true names and capacities of the defendants named herein as Does 1 through 10,
4 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore
5 sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474.
6 Plaintiff believes that all of the Doe defendants are California residents. Plaintiff will amend this
7 Complaint to show such true names and capacities when they have been determined. Defendant and Doe
8 Defendants are collectively referred to as "Defendant," "Defendants" or "Defendant Employers."

9 6. Plaintiff believes that, at all times relevant herein, each defendant designated, including
10 Does 1 through 10, was the agent, managing agent, principal, owner, partner, joint venturer, representative,
11 manager, servant, employee, and/or co-conspirator of each of the other defendants, and was at all times
12 mentioned herein acting within the course and scope of said agency and employment, and that all acts or
13 omissions alleged herein were duly committed with the ratification, knowledge, permission,
14 encouragement, authorization, and consent of each defendant designated herein.

15 7. Defendant, and each of them, acted in concert with one another to commit the wrongful
16 acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts
17 alleged herein, and/or attempted to do so, including pursuant to Government Code section 12940(i).
18 Defendant, and each of them, formed and executed a conspiracy or common plan pursuant to which they
19 would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and
20 pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

21 **ALTER EGO | AGENCY | JOINT EMPLOYER**

22 8. There exists such a unity of interest and ownership between Defendant Employers that the
23 individuality and separateness of Defendant Employers have ceased to exist. At all times relevant hereto,
24 Defendant Employers, and each of them, were the agents, employees, managing agents, supervisors,
25 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
26 other Defendant Employers, and each of them, and in doing the things alleged herein, were acting at least
27 in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego
28 status, successor status and/or joint venture and with the permission and consent of each of the other

1 Defendant Employers. Whenever and wherever reference is made in this complaint to any act or failure
2 to act by a defendant or co-defendant, such allegations and references shall also be deemed to mean
3 the acts and/or failures to act by each defendant acting individually, jointly and severally.

4 9. Plaintiff believes Defendant Employers were both Plaintiff's joint employer and are liable
5 under the joint employer and single enterprise theories. *See Laird v. Capital Cities* (1998) 68 Cal.App.4th
6 727, 737-38 (four factors to prove single enterprise are "interrelation of operations, common management,
7 centralized control of labor relations, and common ownership or financial control. ... Although courts
8 consider the four factors together, they often deem centralized control of labor relations the most
9 important."); *see also Vernon v. State of California* (2004) 116 Cal.App.4th 114, 128 (separate entities
10 can also be deemed a "joint employer" by having the right to control the employment relationship, as
11 evaluated by focusing on "an examination of defendant's role with respect to the right to hire, fire, transfer,
12 promote, discipline, set the terms, conditions and privileges of employment, train and pay the plaintiff.")).

13 10. Defendant Employers were Plaintiff's employers, joint employers and/or special
14 employers within the meaning of Government Code sections 12926 (d), 12940 (a),(h),(1), (h)(3)(A), (i),
15 and, 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of
16 this Court. Defendant Employers were Plaintiff's employers, joint employers and/or special employers
17 within the meaning of the Labor Code and the applicable Industrial Welfare Commission Order, and are
18 each an "employer or other person acting on behalf of an employer" as such term is used in Labor Code
19 sections 558 and/or 558.1, and liable to Plaintiff on that basis. Defendant Employers are Plaintiff's joint
20 employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendant Employers.
21 Plaintiff performed services for each and every one of Defendant Employers, and to the mutual benefit
22 of all Defendant Employers, and all Defendant Employers shared control of Plaintiff as an employee,
23 either directly or indirectly, and the manner in which Defendant Employers' business was and is
24 conducted.

25 11. Labor Code section 558.1 provides that an employer or "other person acting on behalf of
26 an employer" who violates certain California wage and hour laws "may be held liable as the employer for
27 such violation." Labor Code section 558.1 defines "other person acting on behalf of an employer" as a
28 "natural person who is an owner, director, officer, or managing agent" of the employer. Labor Code

section 558.1(b). *See* Labor Code section 558(a) (authorizing civil penalties against “any employer or other person acting on behalf of an employer” who causes overtime pay violations to occur.”); *see Atempa v. Pedrazzani*, 27 Cal.App.5th 809, 823-824 (2018); Labor Code section 1197.1 (“Any employer or other person acting either individually or as an officer, agent, or employee of another person” for failure to pay minimum wages.”); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089 (2005) (“aggrieved employees may ... maintain civil actions to recover such penalties”); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089, fn. 10 (2005) (alter ego doctrine may be used in wage claim actions to impose liability on controlling directors and shareholders); *see* Government Code section 12925(d) (defining “Person” as one *or more* individuals, partnerships, associations, corporations, limited liability companies, legal representatives, trustees, trustees in bankruptcy, and receivers or other fiduciaries).

12. Despite the formation of purported corporate existence, Defendant Employers are, in reality, one and the same, including, but not limited to because: (a) Defendant Employers are completely dominated and controlled by one another, who personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden and currently hide behind Defendant Employers to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose; (b) Defendant Employers derive actual and significant monetary benefits by and through one another’s unlawful conduct, and by using one another as the funding source for their own personal expenditures; (c) Defendant Employers, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose; (d) Defendant Employers does not comply with all requisite corporate formalities to maintain a legal and separate corporate existence; (e) the business affairs of Defendant Employers are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Defendant Employers are, and at all times relevant hereto were, used by one another as a mere shell and conduit for the conduct of certain of Defendant Employers’ affairs, and are, and were, the alter ego of one another. The recognition of the separate existence of each of the Defendant Employers would not promote justice, in that it would permit Defendant Employers to insulate themselves from liability to Plaintiff for violations of the law. The corporate existence of Defendant Employers should each be disregarded in equity and for the ends of

1 justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein. Accordingly,
2 Defendant Employers constitute the alter ego of one another, and the fiction of their separate corporate
3 existence must be disregarded.

4 **ADMINISTRATIVE EXHAUSTION**

5 13. Plaintiff exhausted administrative requirements for Plaintiff's claims.

6 14. On November 2, 2023, Plaintiff filed a complaint with the California Civil Rights
7 Department (CRD) (formerly known as the Department of Fair Employment and Housing (DFEH)) setting
8 forth the allegations and claims herein. Plaintiff obtained an immediate Right to Sue from the CRD.

9 **FACTUAL ALLEGATIONS**

10 15. **Defendant.** Defendant Weida Freight System, Inc. is a "one-stop logistics solution" with
11 "35+ offices all over the worlds with 700+ employees." Defendant's headquarters in the United States is
12 at 1309 W Walnut Parkway, Compton, California 90220 (the "worksite").

13 16. **Plaintiff's Hire.** On or about September 13, 2022, Defendant hired Plaintiff Erika Ybarra
14 as an employee in the job position of full-time Export Coordinator to work at the worksite.

15 17. **Plaintiff's Job Details.** Plaintiff's job duties included handling files, billing, track and
16 trace, and similar duties.

17 18. Plaintiff reported to Expert Manager *Brian Chang*.

18 19. Defendant classified Plaintiff as a "non-exempt" employee. On hire, Defendant paid
19 Plaintiff \$26 per hour. On or about December 2022, Defendant raised Plaintiff to \$29 per hour.

20 20. **Misclassification of Plaintiff.** During a period of her employment, Defendant classified
21 Plaintiff as "exempt" from overtime and meal and rest breaks. Plaintiff was misclassified during this time
22 because her job duties were always that of a non-exempt employee. Defendant did not allow Plaintiff to
23 customarily and regularly exercise discretion and independent judgment in performing her job duties.

24 21. **Unreimbursed Expenses.** Defendant did not fully reimburse Plaintiff for the actual
25 expenses Plaintiff incurred using her personal mobile device for business purposes, including after hours
26 and weekend communications with airlines and truckers for active shipments.

27 22. **Defendant Approves A Schedule Adjustment.** Plaintiff's work schedule was typically
28 Monday through Thursday 7:30am to 4:30pm and Friday 6:30am through 3:30pm. Plaintiff often worked

after hours and weekends responding to messages and making calls on her personal phone for work purposes.

23. In November 2022, Plaintiff informed Brian Chang that she had to leave work at 4:30pm to attend a scheduled meeting. Plaintiff informed Brian Chang that Plaintiff had a key to the office so she could come in earlier to complete her full-time hours. Defendant approved.

24. In January 2023, Plaintiff informed Accounting Manager *Alina Li*, VP of Operations *Andersen Chang*, and Import Manager *Cristina Tan* of the court-ordered nature of the schedule modification and that it would end in June 2023. Exhibit 1. Alina Li told Plaintiff it was fine.

25. **Defendant Awards Plaintiff A Raise And Bonus.** On or about December 1, 2022, Defendant awarded Plaintiff a \$5,000 performance bonus and a raise to the equivalent of \$29 per hour.

26. **Plaintiff Takes Paid Sick Leave And Complains.** During March through May 2023, Plaintiff took intermittent, protected sick leave. Defendant granted Plaintiff the protected leave. Defendant did not issue Plaintiff any written warnings or discipline about the absences; however, Defendant sought to deduct hours from Plaintiff even though they classified Plaintiff as exempt. Exhibit 2. Defendant deducted Plaintiff's wages even though they classified her as exempt.

27. **Plaintiff Discloses A Disability And Defendant Fails to Engage.** On or about May 1, 2023, Cristina Tan identified an incorrect number in a report prepared by Plaintiff. In response, Plaintiff sent a Teams message to Cristina Tan explaining that Plaintiff has dyslexia which causes her to make mistakes with numbers sometimes. Cristina Tan responded "no worries" but did not seek to engage in the interactive process to determine if a reasonable accommodation was needed. Apparently, reasonable accommodation was needed because Defendant's next move was to fire Plaintiff for the pretextual reason of performance and attendance.

28. **Wrongful Termination (Discrimination & Retaliation).** On June 13, 2023, Defendant fired Plaintiff. At around 3:30pm, Andersen Chang informed Plaintiff that her employment was terminated based on performance and attendance – despite the fact that Plaintiff had not received any written warnings about her performance. The stated reason is a transparent pretext for a wrongful termination.

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1 29. In reality, a substantial motivating reason for Defendant’s decision to terminate Plaintiff’s
2 employment was Plaintiff’s protected classes (disability) and/or protected conduct (taking sick leave and
3 complaining about deductions, and disclosing a disability), as alleged herein.

4 30. Other similarly situated employees who are not in the same protected classes as Plaintiff
5 and/or who did not engage in the same or similar protected conduct as Plaintiff did, in fact, engage in
6 actions similar to Plaintiff and were not terminated for such actions.

7 31. **Off-The-Clock Work.** Defendant failed to pay Plaintiff for all time worked while she was
8 classified as non-exempt. The off-the-clock work included, among other things according to proof:
9 working during breaks, such as carrying on with work during a meal break; reviewing or responding to
10 emails or texts from a mobile device or after hours; illegally “rounding” employee time at the beginning
11 and/or end of the shift and/or the beginning and/or end of meal breaks.

12 32. **Overtime Work.** Defendant failed to pay Plaintiff for work in excess of eight (8) hours in
13 a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1.5) times the regular
14 rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
15 workweek, and for work in excess of twelve (12) hours in a day overtime compensation at a rate of two
16 (2) times the regular rate of pay.

17 33. **Meal Break Violations.** Defendant failed to provide Plaintiff with first or second timely,
18 uninterrupted 30-minute meal break as required by law, according to proof. For instance, among other
19 things according to proof: Plaintiff did not get meal breaks at all; Plaintiff was forced to work throughout
20 Plaintiff’s meal breaks; Plaintiff was “on-call” during meal breaks; Defendant automatically deducted
21 unpaid meal break time from Plaintiff’s time worked even though Plaintiff performed work during such
22 time; Defendant rounded Plaintiff’s clock in and out times for the start and end of meal breaks; Plaintiff’s
23 meal breaks were not timely; Plaintiff’s meal breaks were interrupted; Plaintiff’s meal breaks were less
24 than the full 30 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during
25 meal breaks.

26 34. **Rest Break Violations.** Defendant failed to authorize and permit Plaintiff to take a 10-
27 minute rest break per each four (4) hour period worked or a major fraction thereof, according to proof.
28 For instance, among other things according to proof: Plaintiff did not get rest breaks at all; Plaintiff was

forced to work throughout Plaintiff's rest breaks; Plaintiff was "on-call" during rest breaks; Plaintiff's rest breaks were not timely; Plaintiff's rest breaks were interrupted; Plaintiff's rest breaks were less than the full 10 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during rest breaks.

35. **Wage Statements.** Defendant knowingly and intentionally failed to provide Plaintiff with uniform, complete, and accurate wage statements because the wage statements provided to Plaintiff failed to list the: accurate totals of the hours worked; number of hours worked at each hourly rate; net wages earned; and/or gross wages earned.

36. **Final Pay.** Defendant failed to pay Plaintiff all wages owed to Plaintiff immediately upon Plaintiff's termination of employment, including earned and unpaid wages, such as: minimum wages; overtime wages; meal and rest period premium wages; and/or all wages owed for the final day of work.

FIRST CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

37. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

38. The elements of a claim for wrongful termination in violation of public policy are (1) an employer-employee relationship, (2) the employer terminated the plaintiff's employment, (3) the termination was substantially motivated by a violation of public policy, and (4) the discharge caused the plaintiff harm. *See Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167; *see Yau v. Allen* (2014) 229 Cal.App.4th 144, 154.

39. Plaintiff is informed and believes that any one of the alleged violations of California statutes and public policy listed herein was a substantial motivating reason for Plaintiff's termination of employment.

40. The actions of Defendant as alleged herein constitute multiple and independent violations (or Plaintiff reasonably believed in good faith the actions constituted multiple and independent violations) of California statutes and public policy, including: California Government Code § 12940(a) (discrimination); California Government Code § 12940(k) (failure to prevent); California Government Code § 12940(n) (interactive process); California Labor Code § 246.5(c) (sick leave retaliation); California Labor Code § 1102.5 (illegal conduct retaliation); California Labor Code § 201 (payment of

wages due); California Labor Code § 232 (amount of wages); California Labor Code § 2926 (payment of wages due)

41. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was harmed, and the termination of employment was a substantial factor in causing Plaintiff's harm.

42. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the jurisdictional minimum of this Court.

43. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated. As a result of the acts of Defendant, Plaintiff suffered harm to Plaintiff's reputation and claims general damages for such mental and physical distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

44. The actions alleged herein were taken by managing agents and/or officers of Defendant and/or ratified by managing agents and/or officers of Defendant, including but not limited to Brian Chang, Alina Li, Andersen Chang, and said managing agents and/or officers of Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

SECOND CAUSE OF ACTION

DISCRIMINATION IN VIOLATION OF GOVERNMENT CODE SECTION 12940(a)

45. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

46. At all times mentioned herein, California Government Code section 12940 *et seq.* was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

47. California Government Code section 12940(a) makes it unlawful for "an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge

the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.”

48. Plaintiff’s disability (dyslexia) was a substantial motivating factor for Defendant’s decision to terminate Plaintiff’s employment as alleged herein.

49. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the jurisdictional minimum of this Court.

50. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated. As a result of the aforesaid acts of Defendant, Plaintiff suffered harm to Plaintiff’s reputation and claims general damages for such mental and physical distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

51. The actions alleged herein were taken by managing agents and/or officers of Defendant and/or ratified by managing agents and/or officers of Defendant, including but not limited to Brian Chang, Alina Li, Andersen Chang, and said managing agents and/or officers of Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

52. As a proximate result of the wrongful acts of Defendant, Plaintiff has been forced to hire attorneys to prosecute the claims herein, and has incurred and is expected to continue to incur attorneys’ fees and costs in connection therewith. Plaintiff is entitled to recover attorneys’ fees and costs under California Government Code section 12965(b).

THIRD CAUSE OF ACTION

FAILURE TO PREVENT DISCRIMINATION IN VIOLATION OF GOVERNMENT CODE SECTION 12940(k)

53. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

54. At all times mentioned herein, California Government Code section 12940 *et seq.* was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

55. California Government Code section 12940(k) makes it illegal “For an employer...to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring.”

56. Defendant failed to take all reasonable steps necessary to prevent the discrimination that Plaintiff suffered, as alleged herein, and other conduct according to proof.

57. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the jurisdictional minimum of this Court.

58. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated. As a result of the aforesaid acts of Defendant, Plaintiff suffered harm to Plaintiff's reputation and claims general damages for such mental and physical distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

59. The actions alleged herein were taken by managing agents and/or officers of Defendant and/or ratified by managing agents and/or officers of Defendant, including but not limited to Brian Chang, Alina Li, Andersen Chang, and said managing agents and/or officers of Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

60. As a proximate result of the wrongful acts of Defendant, Plaintiff has been forced to hire attorneys to prosecute the claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys' fees and costs under California Government Code section 12965(b).

FOURTH CAUSE OF ACTION

**FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF
GOVERNMENT CODE SECTION 12940(n)**

61. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

62. At all times mentioned herein, California Government Code section 12940 *et seq.* was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

63. California Government Code section 12940(n) makes it illegal for an “employer or other entity to fail to engage in a timely, good faith, interactive process with the employee ... to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee ...with a known physical or mental disability or known medical condition.” *See also* Cal. Code of Regs., tit. 2, section 11069.

64. At all times relevant herein, Defendant was aware of Plaintiff’s disability and how it affected Plaintiff’s major life activity of working.

65. Plaintiff was willing to participate in an interactive process to determine whether reasonable accommodations; however, Defendant failed to participate in a timely good-faith interactive process with Plaintiff to determine whether reasonable accommodations could be made, as alleged herein.

66. As a direct and proximate result of this illegal behavior by Defendant, Plaintiff has suffered the loss of Plaintiff’s job, loss of compensation, loss of job benefits, humiliation, mental anguish, and severe emotional and physical distress, in an amount to be proven at trial.

67. In so doing, said managing agents and/or officers of Defendant, including Brian Chang, Alina Li, Andersen Chang, acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

68. Government Code section 12965(b) permits the award of reasonable attorneys’ fees to a plaintiff that successfully pursues a FEHA claim. Plaintiff has and will continue to incur attorneys’ fees in the pursuit of this action. As such, Plaintiff is entitled to an award of reasonable attorneys’ fees.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF GOVERNMENT CODE SECTION 12940(m)

69. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

70. At all times mentioned herein, California Government Code section 12940 *et seq.* was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

71. California Government Code section 12940(m)(1) makes it illegal for an “employer ... to fail to make reasonable accommodation for the known physical or mental disability of an ... employee.” *See also* Cal. Code of Regs., tit. 2, section 11068.

72. At all times relevant herein, Defendant was aware of Plaintiff's disability and how it affected Plaintiff's major life activity of working.

73. Plaintiff would have been able to perform Plaintiff's essential job duties with reasonable accommodations. However, Defendant failed to provide Plaintiff with reasonable accommodations, as alleged herein.

74. As a direct and proximate result of this illegal behavior by Defendant, Plaintiff has suffered the loss of Plaintiff's job, loss of compensation, loss of job benefits, humiliation, mental anguish, and severe emotional and physical distress, in an amount to be proven at trial.

75. In so doing, said managing agents and/or officers of Defendant, including Brian Chang, Alina Li, Andersen Chang, acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

76. Government Code section 12965(b) permits the award of reasonable attorneys' fees to a plaintiff that successfully pursues a FEHA claim. Plaintiff has and will continue to incur attorneys' fees in the pursuit of this action. As such, Plaintiff is entitled to an award of reasonable attorneys' fees.

SIXTH CAUSE OF ACTION

RETALIATION FOR USING PAID SICK LEAVE IN VIOLATION OF

LABOR CODE SECTION 246.5(c)

77. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

78. California Labor Code section 246.6(c)(1) states that an “employer shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days, attempting to exercise the right to use accrued sick days, filing a complaint with the department or alleging a violation of this article, cooperating in an investigation or prosecution of an alleged violation of this article, or opposing any policy or practice or act that is prohibited by this article.”

79. California Labor Code section 246.6(c)(1) states there “shall be a rebuttable presumption of unlawful retaliation if an employer denies an employee the right to use accrued sick days, discharges, threatens to discharge, demotes, suspends, or in any manner discriminates against an employee within 30 days of any of the following: ... (C) Opposition by the employee to a policy, practice, or act that is

1 prohibited by this article.”

2 80. Plaintiff is informed and believes that Plaintiff’s protected conduct related to paid sick
3 leave as alleged herein was a contributing factor in Defendant’s decision to terminate Plaintiff’s
4 employment, and Plaintiff alleges that Defendant’s conduct was a substantial factor in causing Plaintiff’s
5 harm as alleged herein.

6 81. As a proximate result of the aforesaid acts, Plaintiff has lost, and will continue to lose,
7 substantial earnings, promotional opportunities, fringe benefits and has suffered and/or will suffer other
8 actual, consequential and incidental financial losses, in an amount to be proven at trial.

9 82. As a proximate result of the aforesaid acts, Plaintiff has become mentally upset, distressed,
10 embarrassed, humiliated, and aggravated in a sum to be proven at the time of trial.

11 83. Pursuant to California Labor Code sections 200, 218, and 218.5, Plaintiff is entitled to
12 recover the full amount of Plaintiff’s unpaid wages, penalties, reasonable attorneys’ fees, and costs of suit.

13 84. The actions alleged herein were taken by managing agents and/or officers of Defendant,
14 including but not limited to Brian Chang, Alina Li, Andersen Chang and/or ratified by managing agents
15 and/or officers of Defendant. In so doing, Defendant acted with oppression, fraud and malice, as those
16 terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive
17 damages.

18 **SEVENTH CAUSE OF ACTION**

19 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

20 85. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

21 86. California Labor Code section 1102.5(a) states that an “employer, or any person acting on
22 behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing an
23 employee from disclosing information to a government or law enforcement agency, to a person with
24 authority over the employee, or to another employee who has authority to investigate, discover, or correct
25 the violation or noncompliance, or from providing information to, or testifying before, any public body
26 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the
27 information discloses a violation of state or federal statute, or a violation of or noncompliance with a local,
28 state, or federal rule or regulation, regardless of whether disclosing the information is part of the

1 employee's job duties."

2 87. California Labor Code section 1102.5(b) states that an "employer, or any person acting on
3 behalf of the employer, shall not retaliate against an employee for disclosing information, to a government
4 or law enforcement agency, or because the employer believes that the employee disclosed or may disclose
5 information . . . to a person with authority over the employee or another employee who has the authority
6 to investigate, discover, or correct the violation or noncompliance . . . if the employee has reasonable
7 cause to believe that the information discloses a violation of state or federal statute, or a violation of or
8 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the
9 information is part of the employee's job duties."

10 88. California Labor Code section 1102.5(c) states that an "employer, or any person acting on
11 behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that
12 would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state,
13 or federal rule or regulation."

14 89. California Labor Code section 1102.5(d) states that an "employer, or any person acting on
15 behalf of the employer, shall not retaliate against an employee for having exercised his or her rights under
16 subdivision (a), (b), or (c) in any former employment."

17 90. California Labor Code section 1102.6 states that "[i]n a civil action or administrative
18 proceeding brought pursuant to Section 1102.5, once it has been demonstrated by a preponderance of the
19 evidence that an activity proscribed by Section 1102.5 was a contributing factor in the alleged prohibited
20 action against the employee, the employer shall have the burden of proof to demonstrate by clear and
21 convincing evidence that the alleged action would have occurred for legitimate, independent reasons even
22 if the employee had not engaged in activities protected by Section 1102.5."

23 91. California Labor Code section 1102.8(a) states that "[a]n employer shall prominently
24 display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the
25 whistleblower laws, including the telephone number of the whistleblower hotline described in Section
26 1102.7."

27 92. Plaintiff is informed and believes that Plaintiff's protected conduct as alleged herein was a
28 contributing factor in Defendant's decision to terminate Plaintiff's employment, and Plaintiff alleges that

Defendant's conduct was a contributing factor in causing Plaintiff's harm as alleged herein.

93. Plaintiff reasonably believed and continues to believe that each of Plaintiff's complaints related to illegal actions taken by Defendant.

94. As a proximate result of the aforesaid acts, Plaintiff has lost, and will continue to lose, substantial earnings, promotional opportunities, fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial.

95. As a proximate result of the aforesaid acts, Plaintiff has become mentally upset, distressed, embarrassed, humiliated, and aggravated in a sum to be proven at the time of trial.

96. California Labor Code section 1102.5(f) states that in "addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section."

97. California Labor Code section 1102.5(j) states that the "court is authorized to award reasonable attorney's fees to a plaintiff who brings a successful action for a violation of these provisions." Plaintiff will continue to incur attorneys' fees in the pursuit of this action. As such, Plaintiff is entitled to an award of reasonable attorneys' fees.

98. California Labor Code section 1103 states that "[a]n employer or any other person or entity that violates this chapter is guilty of a misdemeanor punishable, in the case of an individual, by imprisonment in the county jail not to exceed one year or a fine not to exceed one thousand dollars (\$1,000) or both that fine and imprisonment, or, in the case of a corporation, by a fine not to exceed five thousand dollars (\$5,000)."

99. California Labor Code section 1105 states that "Nothing in this chapter shall prevent the injured employee from recovering damages from his employer for injury suffered through a violation of this chapter."

100. The actions alleged herein were taken by managing agents and/or officers of Defendant, including but not limited to Brian Chang, Alina Li, Andersen Chang and/or ratified by managing agents and/or officers of Defendant. In so doing, Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

EIGHTH CAUSE OF ACTION

**FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF
LABOR CODE SECTIONS 204, 1194, AND 1197 AND WAGE ORDER**

101. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

102. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

103. California Labor Code section 204(a) states that wages "earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."

104. California Labor Code section 1194(a) states (in relevant part): "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

105. California Labor Code section 1197 states (in relevant part): "The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful."

106. The applicable California Industrial Wage Order states: "Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

107. Defendant violated the foregoing statutes and regulations as alleged herein.

108. Pursuant to California Labor Code sections 218.5, 1194, 1194.2, 1197.1, 1197.2, Plaintiff is entitled to recover the full amount of Plaintiff's unpaid wages, liquidated damages, waiting time penalties, reasonable attorneys' fees, and costs of suit. Plaintiff is entitled to recover interest on all due and unpaid wages and waiting time penalties under Labor Code section 218.6 and/or Civil Code section 3287(a).

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NINTH CAUSE OF ACTION

**FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF
LABOR CODE SECTIONS 510, 1194, 1198, AND 1199 AND WAGE ORDER**

109. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

110. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

111. The applicable Industrial Welfare Commission Wage Order provides that: "(A) Daily Overtime – General Provisions. (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than: (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked In excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.; and (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek. (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

112. California Labor Code section 510 provides that: (a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of

1 a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

2 113. California Labor Code section 1194 provides in relevant part: (a) Notwithstanding any
3 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the
4 legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
5 balance of the full amount of this minimum wage or overtime compensation, including interest thereon,
6 reasonable attorney's, and costs of suit.

7 114. California Labor Code section 218.5 provides in relevant part: In any action brought for
8 the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court
9 shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests
10 attorney's fees and costs upon the initiation of the action.

11 115. At all relevant times, throughout Plaintiff's employment, Plaintiff regularly and with
12 Defendant's knowledge worked more than eight (8) hours in working day.

13 116. Defendant did not pay 1 ½ times the legal minimum hourly wage rate for all the hours
14 worked over eight (8) hours in a work day and/or 40 hours in a work week, and Defendant did not pay
15 two times the legal minimum hourly rate for all the hours worked over twelve (12) hours in a work day as
16 alleged herein.

17 117. During the relevant time period, Defendant intentionally and willfully failed to pay for all
18 hours Defendant suffered and/or permitted Plaintiff to work, including for overtime hours.

19 118. Plaintiff alleges that wages are due to Plaintiff for all hours worked during which Plaintiff
20 was not paid proper overtime wages pursuant California Labor Code sections 510 and 1194 and all
21 applicable laws, rules, orders, requirements and regulations.

22 119. Plaintiff demands all applicable reimbursements, interest and penalties for lost overtime
23 wages.

24 120. Plaintiff further demands reasonable attorneys' fees and costs of suit pursuant to California
25 Labor Code sections 218.5 and 1194, and any other applicable statute or regulation.

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121. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

122. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

123. California Labor Code section 512(a) states (in relevant part): "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee."

124. The applicable Industrial Welfare Commission Wage Order provides that: No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee.

125. California Labor Code section 226.7(b) provides: If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

126. During the relevant time period, Defendant worked Plaintiff more than five hours per day without an off-duty, timely, and/or uninterrupted 30-minute meal period as required by California Labor Code section 512 and the applicable Industrial Welfare Commission Wage Order. During the relevant time period, Plaintiff worked more than six (6) hours in a workday and did not waive the right to a meal period by mutual consent. Defendant's policy and practice was not to compensate Plaintiff with the full amount of pay due and owing as required by California Labor Code section 226.7, and the applicable Industrial Welfare Commission order (i.e., one hour of pay per day per lunch period at the employee's regular rate of compensation).

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1 127. Plaintiff demands all applicable reimbursements, interest, and penalties for Plaintiff's lost
2 wages.

3 128. Plaintiff demands reasonable attorneys' fees and costs of suit pursuant to California Labor
4 Code sections 218.5 and 1194, and any other applicable statute or regulation.

5 **ELEVENTH CAUSE OF ACTION**

6 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS IN VIOLATION OF**
7 **LABOR CODE SECTION 226.7 AND WAGE ORDER 4-2001**

8 129. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

9 130. At all relevant times, Plaintiff was subject to the provisions of the California Industrial
10 Welfare Commission's Wage Orders and California Labor Code.

11 131. California Labor Code section 226.7 provides that no employer shall require an employee
12 to work during any rest period mandated by an applicable order of the California Industrial Welfare
13 Commission.

14 132. The applicable Industrial Welfare Commission Wage Order provides that "[e]very
15 employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall
16 be in the middle of each work period" and that the "rest period time shall be based on the total hours
17 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless
18 the total daily work time is less than three and one-half (3 ½) hours."

19 133. Defendant's conduct violates applicable Wage Orders and California Labor Code section
20 226.7. During the relevant time period, Defendant required Plaintiff to work four (4) or more hours
21 without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.
22 During the relevant time period, Defendant willfully required Plaintiff to work during rest periods and
23 failed to pay Plaintiff the full rest period premium for work performed during rest periods. During the
24 relevant time period, Defendant failed to pay Plaintiff the full rest period premium due pursuant to
25 California Labor Code section 226.7.

26 134. Pursuant to the applicable Industrial Welfare Commission Wage Order and California
27 Labor Code section 226.7(b), Plaintiff is entitled to recover from Defendant one additional hour of pay at
28 the employee's regularly hourly rate of compensation for each work day that the rest period was not

provided.

TWELFTH CAUSE OF ACTION

**FAILURE TO FURNISH COMPLIANT WAGE STATEMENTS IN VIOLATION OF
LABOR CODE SECTION 226(a)**

135. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

136. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

137. California Labor Code section 226(a) provides that every employer shall furnish each of their employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and their or their social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

138. California Labor Code section 226 requires employers to list on an itemized wage statement "all amounts earned and now owing, not just those amounts actually paid." *Naranjo v. Spectrum Security Services, Inc.*, 2022 WL 1613499, at *13 (Cal., May 23, 2022).

139. California Labor Code section 226(e)(1) provides that "[a]n employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees."

140. California Labor Code section 226.3 provides that "Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee

1 for each violation in a subsequent citation, for which the employer fails to provide the employee a wage
2 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
3 penalties provided for in this section are in addition to any other penalty provided by law.”

4 141. Plaintiff has suffered injury and damage to Plaintiff’s statutory-protected rights as
5 Defendant intentionally and willfully failed to provide Plaintiff with complete and accurate wage
6 statements as alleged herein. The deficiencies include, but are not limited to, the failure to include: total
7 hours worked by the employee; the inclusive dates of the period for which the employee is paid; the name
8 of the employee and their social security number; the name and address of the legal entity that is the
9 employer, and all applicable hourly rates in effect during the pay period and the corresponding number of
10 hours worked at each hourly rate by the employee.

11 142. Plaintiff is entitled to recover from Defendant the greater of Plaintiff’s actual damages
12 caused by Defendant’s failure to comply with California Labor Code section 226(a), or pursuant to
13 California Labor Code section 226(e), an aggregate penalty not exceeding four thousand dollars per
14 employee, and an award of costs and reasonable attorney’s fees.

15 **THIRTEENTH CAUSE OF ACTION**

16 **FAILURE TO PAY ALL WAGES OWED UPON TERMINATION IN VIOLATION OF**
17 **LABOR CODE SECTIONS 201 TO 203**

18 143. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

19 144. At all relevant times, Plaintiff was subject to the provisions of the California Industrial
20 Welfare Commission’s Wage Orders and California Labor Code.

21 145. California Labor Code sections 201 and 203 provide that if an employer discharges an
22 employee, the wages earned and unpaid at the time of discharge are due and payable immediately. For
23 these purposes, wages include meal and rest break period premiums.

24 146. California Labor Code section 203 provides that if an employer willfully fails to pay wages
25 owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty
26 from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall
27 not continue for more than thirty (30) days.

28 147. As alleged herein, Defendant intentionally and willfully failed to pay Plaintiff all wages,

1 earned and unpaid, immediately upon discharge. Defendant's failure in this regard violates California
2 Labor Code sections 201 and 203.

3 148. On information and belief, Plaintiff alleges that Defendant's failure to pay Plaintiff all
4 wages earned upon Plaintiff's discharge in accordance with Labor Code section 201 was willful. At all
5 times relevant, Defendant had the ability to pay all earned and unpaid wages in accordance with Labor
6 Code section 201 but intentionally chose not to comply.

7 149. Pursuant to Labor Code sections 203 and 218.5, Plaintiff is entitled to recover the full
8 amount of Plaintiff's unpaid wages, waiting time penalties, reasonable attorneys' fees, and costs of suit.
9 Plaintiff is entitled to recover interest on all due and unpaid wages and waiting time penalties under Labor
10 Code section 218.6 and/or Civil Code section 3287(a).

11 **FOURTEENTH CAUSE OF ACTION**

12 **FAILURE TO REIMBURSE NECESSARY EXPENDITURES IN VIOLATION OF**
13 **LABOR CODE SECTION 2802 AND WAGE ORDER**

14 150. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

15 151. At all relevant times, Plaintiff was subject to the provisions of the California Industrial
16 Welfare Commission's Wage Orders and California Labor Code.

17 152. California Labor Code section 2802 states: "An employer shall indemnify his or her
18 employee for all necessary expenditures or losses incurred by the employee in direct consequence of the
19 discharge of his or her duties."

20 153. California Labor Code section 2802(c) states that "[f]or the purposes of this section, the
21 terms 'necessary expenditure or losses' shall include all reasonable costs, including but not limited to,
22 attorneys' fees incurred by the employee enforcing the rights granted by this section."

23 154. Defendant violated the foregoing statutes and regulations as alleged herein.

24 155. Plaintiff seeks reimbursement for the excess costs of these expenses as alleged herein.
25 Plaintiff seeks damages for all necessary expenditures and losses, including attorney's fees and costs
26 pursuant to Labor Code section 2802(c).

27 **JURY TRIAL DEMANDED**

28 Plaintiff demands a jury as to all causes of action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendant as follows:

- a. For general economic damages according to proof;
- b. For general non-economic damages according to proof;
- c. For special damages according to proof;
- d. For penalties where provided by law;
- e. For punitive damages where allowed by law;
- f. For prejudgment interest pursuant to California Labor Code section 218.6, California Civil Code section 3287 and/or California Civil Code section 3288 and/or any other provision of law providing for prejudgment interest;
- g. For attorneys' fees where allowed by law;
- h. For costs of suit incurred herein; and
- i. For such other and further relief as deemed just and proper.

DATED: November 2, 2023

COLBY LAW FIRM, PC



By: _____

AARON N. COLBY
ZOE YUZNA

Attorneys for Plaintiff
ERIKA YBARRA

EXHIBIT 1

1309 W Walnut Parkway, Compton, CA 90220

WEIDA Freight System

From: Erika Ybarra- WFS LAX <erika.ybarra@weidafreight.com>
Sent: Monday, January 16, 2023 6:35 AM
To: Alina Li / WFS LAX <alina.li@weidafreight.com>
Subject: HOURS

Hi Alina,

I do have some obligations that I have to attend after work (regarding my children) and I am hoping that you can allow me these days, Wednesday and Fridays I must be in El Sereno by 5pm and the other day by 4pm. I wanted to ask if I can have a phone that way, I have access to teams and my emails at all hours in case I need to respond when I am not in the office, and it would make my job run a lot smoother. I don't mind working after work I think having a phone would make things easier for me and the warehouse team.

Kind Regards

Erika Ybarra

LAX Export Operations

WEIDA FREIGHT SYSTEM INC. (LAX)

1309 W Walnut Parkway

Compton, CA 90220

Ph: 310-670-8808 ext 124

Fax: 310-670-8817

Direct: 562-296-4500

LAX General Email: lax@weidafreight.com

Website: [www.weidafreight.com]www.weidafreight.com

From: Alina Li / WFS LAX <alina.li@weidafreight.com>
Sent: Monday, January 16, 2023 10:42 AM
To: Erika Ybarra- WFS LAX <erika.ybarra@weidafreight.com>
Cc: HR US - WFS USA <hr.us@weidafreight.com>; Andersen Chang - WFS LAX <andersen.chang@weidafreight.com>
Cristina Tan - WFS LAX <Cristina.Tan@weidafreight.com>
Subject: RE: HOURS

Dear Erika,

I understand your situations but we have regular hours for all employees.
Can you discuss with Andersen and Cristina about your special request?
And how long the special hours will take? 1 month or longer?

** please let Cristina knows any urgent or pending import jobs/files before you leave office** Cristina c
Thank you!

Thanks & best regards,

Alina Liu @ WFS/US
1309 W Walnut Parkway, Compton, CA 90220
WEIDA Freight System

Erika Ybarra- WFS LAX

From: Erika Ybarra- WFS LAX
Sent: Monday, January 16, 2023 10:45 AM
To: Alina Li / WFS LAX
Cc: HR US - WFS USA; Andersen Chang - WFS LAX; Cristina Tan - WFS LAX
Subject: RE: HOURS

Dear Alina, Andersen, Cristina,

These are court ordered and if I don't complete them, I will face horrible repercussions, it is a personal matter, and I don't want to speak on my business but It will more than likely last until June. It is only two days that I am asking assistance for.

It seems a lot of import personnel has a company phone except for me, and I think I should also have one to have access to teams and outlook as well.

Please advise thank you

Kind Regards

Erika Ybarra
LAX Export Operations

WEIDA FREIGHT SYSTEM INC. (LAX)

1309 W Walnut Parkway

Compton, CA 90220

Ph: 310-670-8808 ext 124

Fax: 310-670-8817

Direct: 562-296-4500

LAX General Email: lax@weidafreight.com

Website: www.weidafreight.com www.weidafreight.com

EXHIBIT 2

Please see below for this health care provider's directives and information relating to this encounter.

Work Status Report

Date onset of condition:

Next Appointment Date:

Off Work

This patient is placed off work from 3/13/2023 through 3/13/2023

This form has been authorized by MOGOS, MARIANA (M.D.)

This form contains your private health information that you may choose to release to another party, therefore please review for accuracy.

From: **Erika Ybarra** <yerika269@gmail.com>
Date: Mon, Mar 13, 2023, 10:43 AM
Subject: Re: Erika ----- Dr appointment
To: Alina Li / WFS LAX <alina.li@weidafreight.com>

Hi Alina

This was an emergency visit, that's why I notified you last night.

Thank you.

On Mon, Mar 13, 2023, 10:42 AM Alina Li / WFS LAX <alina.li@weidafreight.com> wrote:

Dear Erika,
Well noted, please let us know in advance in future ----- for Doctor's appointment.
Thank you!

Thanks & best regards,

Alina Liu @ WFS/US
1309 W Walnut Parkway, Compton, CA 90220 (FTZ)
21508 Ferrero Parkway, City of Industry, CA 91789 (FTZ)

WEIDA *Freight System*

From: Erika Ybarra <yerika269@gmail.com>
Sent: Sunday, March 12, 2023 7:20 PM
To: Alina Li / WFS LAX <alina.li@weidafreight.com>
Subject: Dr appointment

[External Email]CAUTION:This email originated from outside of WFS. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Alina

I have a Dr appointment in the morning I will be in a bit later with my Dr nite.
Thank you.:)

Kind regards
Erika ybarra

Ybarra- WFS LAX

Andersen Chang - WFS LAX <andersen.chang@weidafreight.com>; HR US - WFS USA <hr.us@weida
Subject: Erika please follow company policy

Dera Erika,
Please kindly follow company policy.
You are full time employee, you need works in office 8 hours.

You must inform your manager for any un-completed jobs when you left office earlier.
And you need work during normal work hours.

Please discuss with Cristina re-schedule your hours.

This is a waring, kindly be advised.
Thank you!

Thanks & best regards,

Alina Li II Accounting Manager

Direct Line: 562-375-0100 Mobile: 310-989-0828

E-mail: alina.li@weidafreight.com

E-mail: alina.li@wfstrucking.com

1309 W Walnut Parkway, Compton, CA 90220 (FTZ)

21508 Ferrero Parkway, City of Industry, CA 91789 (FTZ)

WEIDA Freight System

Erika Ybarra- WFS LAX

From: Erika Ybarra- WFS LAX
Sent: Tuesday, March 14, 2023 9:47 AM
To: Alina Li / WFS LAX
Cc: HR US - WFS USA; Brian Chang - WFS LAX
Subject: RE: Erika please follow company policy

Dear Alina

I advised my schedule months ago with my manager Brian, I do work 8 hours every day.

I also advised Cristina of my hours and she agreed to them.

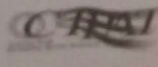
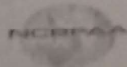
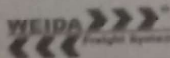
I am also no longer doing any Import work as I was not hired for imports. I was simply helping; I spoke with Brian about this as well.

I did advise to Cristina what I needed her assistance on, perhaps the issue was she didn't check her emails thoroughly.

Kind Regards,
Erika Ybarra
LAX Export Operations

WEIDA FREIGHT SYSTEM INC. (LAX)

1309 W Walnut Parkway
Compton, CA 90220
Ph: 310-670-8808 ext 124
Fax: 310-670-8817
Direct: 562-296-4500
LAX General Email: lax@weidafreight.com
Website: www.weidafreight.com www.weidafreight.com



*** CONFIDENTIAL ***

The information in this message and any attachments may be confidential. If you are not the intended recipient of this message, you must not read, forward, print, copy, disclose, or use in any way the information this message or any attachment it contains. If you are not the intended recipient, please notify the sender immediately and delete or destroy all copies of this message and any attachments. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of the Weida Freight System.

From: Alina Li / WFS LAX <alina.li@weidafreight.com>
Sent: Friday, March 10, 2023 4:18 PM
To: Erika Ybarra- WFS LAX <erika.ybarra@weidafreight.com>; Brian Chang - WFS LAX <Brian.Chang@weidafreight.com>;
Cc: Cristina Tan - WFS LAX <Cristina.Tan@weidafreight.com>

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le/

Kind Regards,

Erika Ybarra

LAX Export Operations

WEIDA FREIGHT SYSTEM INC. (LAX)

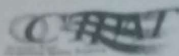
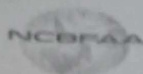
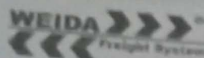
1309 W Walnut Parkway
Compton, CA 90220

Ph: 310-670-8808 ext 124
Fax: 310-670-8817

Direct: 562-296-4500

LAX General Email: lax@weidafreight.com

Website: www.weidafreight.com | www.weidafreight.com



*** CONFIDENTIAL ***

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From: Alina Li / WFS LAX <alina.li@weidafreight.com>

Sent: Wednesday, March 29, 2023 3:57 PM

To: Erika Ybarra- WFS LAX <erika.ybarra@weidafreight.com>

Cc: Brian Chang - WFS LAX <Brian.Chang@weidafreight.com>

Subject: Erika's times

Dear Erika,

I did not deduct from your paycheck so far. (until 03/31/2023)

From now, I will deduct your hours if absence over 4 hours (if appointment 1-2 hours or under 3 hours no deduct)

Just make sure you understand. Thanks!

Thanks & best regards,

Alina Li | Accounting Manager

Direct Line: 562-375-0100 Mobile: 310-989-0828

E-mail: alina.li@weidafreight.com

E-mail: alina.li@wfstrucking.com

1309 W Walnut Parkway, Compton, CA 90220 (FTZ)

21508 Ferrero Parkway, City of Industry, CA 91789 (FTZ)

WEIDA Freight System

Erika Ybarra- WFS LAX

From:

Sent:

To:

Cc:

Subject:

Erika Ybarra- WFS LAX
Wednesday, March 29, 2023 4:25 PM
Alina Li / WFS LAX
Brian Chang - WFS LAX
RE: Erika's times

Hi Alina

I am currently exempt and my paycheck cannot be reduced for any reason.

Please check into this, or I can send you a clip from online.

Thank you.

Kind Regards,

Erika Ybarra

AX Export Operations

WEIDA FREIGHT SYSTEM INC. (LAX)

309 W Walnut Parkway

Compton, CA 90220

h: 310-670-8808 ext 124

ax: 310-670-8817

irect: 562-296-4500

AX General Email: lax@weidafreight.com

ite: www.weidafreight.com] www.weidafreight.com

From: **Alina Li / WFS LAX** <alina.li@weidafreight.com>
Date: Mon, Apr 10, 2023, 11:05 AM
Subject: RE: Mental health
To: Erika Ybarra <yerika269@gmail.com>

Thank care!
I hope you are doing well!

Thanks & best regards,

Alina Liu @ WFS/US
1309 W Walnut Parkway, Compton, CA 90220 (FTZ)
21508 Ferrero Parkway, City of Industry, CA 91789 (FTZ)

WEIDA *Freight System*

From: Erika Ybarra <yerika269@gmail.com>
Sent: Monday, April 10, 2023 9:18 AM
To: Alina Li / WFS LAX <alina.li@weidafreight.com>; Brian Chang - WFS LAX <Brian.Chang@weidafreight.com>
Subject: Mental health

[External Email]CAUTION: The email came from outside of us. Do not click links or open attachments unless you trust them. For any payment requests, call to verify if any doubt.

Hi Alina

I have to take care I some personal things for my mental health, I did let Brian know. I will be in tomorrow, thank you for understanding.

Kind regards
Erika ybarra

Erika Ybarra- WFS LAX

From: Alina Li / WFS LAX
Sent: Wednesday, April 26, 2023 6:47 PM
To: Erika Ybarra- WFS LAX
Cc: HR US - WFS USA
Subject: Deduct 04/24 from your paycheck period 04/3

Dera Erika,
Kindly be advised,
You have no any sick leave available

04/10/2023 you taken off ---- not deducted
04/24/2023 you taken off without informed HR department.

We have to deduct 1 day from your paycheck.

hope you understand, thanks!

Thanks & best regards,

Alina Li II Accounting Manager

Direct Line: 562-375-0100 Mobile: 310-989-0828

E-mail: alina.li@weidafreight.com

E-mail: alina.li@wfstrucking.com

1309 W Walnut Parkway, Compton, CA 90220 (FTZ)

21508 Ferrero Parkway, City of Industry, CA 91789 (FTZ)

WEIDA Freight System

Erika Ybarra - WFS LAX

From:
Sent:
To:

Alina Li / WFS LAX
Tuesday, May 2, 2023 4:08 PM
Brian Chang - WFS LAX; Robert Lloyd-WFS; Maria Alcantara - Accounting LAX; Eric Tsui -
WFS LAX; Cristina Tan - WFS LAX; Sison See - WFS LAX; Daniel Sanchez - WFS LAX;
Wallace Yeung - WFS LAX; Tony Zhang - WFS LAX; Jesus Martinez - WFS LAX; Marc
Garay; Erika Ybarra - WFS LAX; Nicole Tu - WFS LAX; Andersen Chang - WFS LAX;
Connor Xu - WFS LAX; Jose Rojas - WFS LAX; Javier Jimenez - WFS LAX; cabrales0310
@gmail.com; bibarra11841@gmail.com; bryantmxj@gmail.com; Brett Price - WFS LAX;
Margaret Contreras - WFS LAX; Maribel Flores - WFS LAX; jahir2010@icloud.com; Zooey
Sun - WFS LAX
HR US - WFS USA; Maria Alcantara - Accounting LAX
Employee Sick Leave & Vacation updated as at 04/30/2023
Employee Sick leave and Vacation (updated 04302023).xlsx; WFS US Employee
Handbook 20210329.pdf

Cc:
Subject:
Attachments:

Dear WFS/LAX Team,
Kindly find attached updated record.
Any question please feel free let me know.
My phone: 310-989-0828 you can text me or e-mail me.
Kindly be advised,
Start from May 1st, 2023 ----- I will have Maria help keep a record.

All absence please e-mail to:
Your direct supervisor/manager
Copy Maria.Alcantara@weidafreight.com and Andersen.chang@weidafreight.com
Copy hr.us@weidafreight.com

Due to we have 2 locations Compton and City of Industry; Robert in San Francisco and Zooey will be in El Paso.
Make sure our jobs can be handled smoothly when anybody absence; please kindly follow company Employee
Handbooks; have your direct supervisor knows in advance.

Thank you!

Thanks & best regards,

Alina Liu @ WFS/US
1309 W Walnut Parkway, Compton, CA 90220 (FTZ)
21508 Ferrero Parkway, City of Industry, CA 91789 (FTZ)

WEIDA Freight System

From: Alina Li / WFS LAX <alina.li@weidafreight.com>
Sent: Monday, February 6, 2023 7:02 PM
To: Brian Chang - WFS LAX <Brian.Chang@weidafreight.com>; Robert Lloyd-WFS <robert.lloyd@weidafreight.com>;
Maria Alcantara - Accounting LAX <Maria.Alcantara@weidafreight.com>; Eric Tsui - WFS LAX
<eric.tsui@weidafreight.com>; Cristina Tan - WFS LAX <Cristina.Tan@weidafreight.com>; Sison See - WFS
<sison.see@weidafreight.com>; Daniel Sanchez - WFS LAX <daniel.sanchez@weidafreight.com>;
LAX <wallace.yeung@weidafreight.com>; Tony Zhang - WFS LAX <tony.zhang@weidafreight.com>;

----- Forwarded message -----

From: **Alina Li / WFS LAX** <alina.li@weidafreight.com>

Date: Thu, May 11, 2023, 2:01 PM

Subject: RE: Erika Ybarra absence 05/10/2023

To: Cristina Tan - WFS LAX <Cristina.Tan@weidafreight.com>, Erika Ybarra <yerika269@gmail.com>, Erika Ybarra- WFS LAX <erika.ybarra@weidafreight.com>

Cc: Brian Chang - WFS LAX <Brian.Chang@weidafreight.com>, Andersen Chang - WFS LAX <andersen.chang@weidafreight.com>, HR US - WFS USA <hr.us@weidafreight.com>, Maria Alcantara - Accounting LAX <Maria.Alcantara@weidafreight.com>

Dear Cristina,

Thank you!

Brian Chang confirmed that Erika worked at home for export shipments on 05/10

Thanks & best regards,

Alina Liu @ WFS/US

1309 W Walnut Parkway, Compton, CA 90220 (FTZ)

21508 Ferrero Parkway, City of Industry, CA 91789 (FTZ)

WEIDA *Freight System*

From: Cristina Tan - WFS LAX <Cristina.Tan@weidafreight.com>

Sent: Thursday, May 11, 2023 10:43 AM

To: Alina Li / WFS LAX <alina.li@weidafreight.com>; Erika Ybarra <yerika269@gmail.com>; Erika Ybarra- WFS LAX <erika.ybarra@weidafreight.com>

Cc: Brian Chang - WFS LAX <Brian.Chang@weidafreight.com>; Andersen Chang - WFS LAX <andersen.chang@weidafreight.com>; HR US - WFS USA <hr.us@weidafreight.com>; Maria Alcantara - Accounting LAX <Maria.Alcantara@weidafreight.com>

Subject: RE: Erika Ybarra absence 05/10/2023

Hi Alina,

I don't see any activity from Erika Ybarra- WFS LAX erika.ybarra@weidafreight.com on import side on 5/10.

Thank you!

Best Regards,

Cristina Tan

LAX Import Manager

WEIDA *Freight System*

1309 W. Walnut Parkway, Compton, CA 90220

Direct Line: (562) 375-0611

Tel: (310) 670-8808 ext 106 Fax: (310) 670-8817

E-mail: cristina.tan@weidafreight.com

LAX General Email: lax@weidafreight.com

LAX Warehouse Email: warehouse.lax@weidafreight.com

LAX Imports Email: imports.lax@weidafreight.com

LAX Exports Email: exports.lax@weidafreight.com

Website: www.weidafreight.com

Due to recent challenges with equipment/chassis shortages, port terminal congestion, rail congestion, and driver availability,

WFS cannot guarantee pick up as timely as we enjoyed and have become accustomed to.

Container free time allowance has also been shortened in many cases.

Please be advised that yard pull charges, rail storage and additional per diem charges may be unavoidable and at the importer's expense.

During this period of uncertainty WFS will do our very best to keep cost down but please be advised that additional charges may be incurred that are beyond reasonable control.

"Due to the uncertainty surrounding the tariff disputes on certain commodities, all duty rates are subject to final review and possible revisions by US CBP."

Due to Covid-19, we prefer these payment methods: Cargosprint, Paycargo or ACH / Wire

From: Alina Li / WFS LAX <alina.li@weidafreight.com>

Sent: Wednesday, May 10, 2023 11:40 AM

To: Erika Ybarra <yerika269@gmail.com>; Erika Ybarra- WFS LAX <erika.ybarra@weidafreight.com>

Cc: Brian Chang - WFS LAX <Brian.Chang@weidafreight.com>; Cristina Tan - WFS LAX <Cristina.Tan@weidafreight.com>; Andersen Chang - WFS LAX <andersen.chang@weidafreight.com>; HR US - WFS USA <hr.us@weidafreight.com>; Maria Alcantara - Accounting LAX <Maria.Alcantara@weidafreight.com>

Subject: Erika Ybarra absence 05/10/2023

Dear Erika,

The first, HR never received your notice about your son's graduation schedule.

The second, you taken so many absence so far, you mentioned you will work at home today; can you please provide job details and hours?

I will have your direct manager Brian and Cristina approval and verify; otherwise you will not get pay for 05/10 because disappeared.

This is a formal warning letter regarding your attendance issues.

Please improve, all employees must follow company' policy and rules.

Attached Employee Handbook for your review.

Thanks for your understanding!

Thanks & best regards,

Alina Liu @ WFS/US

1309 W Walnut Parkway, Compton, CA 90220 (FTZ)

21508 Ferrero Parkway, City of Industry, CA 91789 (FTZ)

WEIDA *Freight System*

From: Erika Ybarra <yerika269@gmail.com>

Sent: Wednesday, May 10, 2023 8:30 AM

To: Alina Li / WFS LAX <alina.li@weidafreight.com>

Subject: Re: Erika Ybarra sick leave on 05/28 (Monday) Chronic cough

[External Email]CAUTION: The email came from outside of us. Do not click links or open attachments unless you trust them. For any payment requests, call to verify if any doubt.

Hi Alina

I made a mistake my son's graduation is May 23rd not today. I will be logging to the computer now to start working.

K. Regards, Erika Ybarra

On Mon, May 8, 2023, 11:51 AM Erika Ybarra <yerika269@gmail.com> wrote:

Thank you!

On Mon, May 8, 2023, 11:50 AM Alina Li / WFS LAX <alina.li@weidafreight.com> wrote:

Dear Erika,

Well noted, 1.5 days off

Take care! Hope you feel well after see doctor.

Thanks & best regards,

Alina Liu @ WFS/US

1309 W Walnut Parkway, Compton, CA 90220 (FTZ)

21508 Ferrero Parkway, City of Industry, CA 91789 (FTZ)

WEIDA *Freight System*

From: Erika Ybarra <yerika269@gmail.com>

Sent: Monday, May 8, 2023 11:45 AM

To: Alina Li / WFS LAX <alina.li@weidafreight.com>

Subject: Re: Erika Ybarra sick leave on 05/28 (Monday) Chronic cough

[External Email]CAUTION: The email came from outside of us. Do not click links or open attachments unless you trust them. For any payment requests, call to verify if any doubt.

Thanks Alina.

It actually flared up last night and I walked into urgent care.

Also I need to take Wed am off and will work from home remainder of the day.

Thanks again

On Mon, May 8, 2023, 11:05 AM Alina Li / WFS LAX <alina.li@weidafreight.com> wrote:

Dear Erika,

Thanks for letting us know!

Hope you will well soon.

Kindly inform in advance if not an urgent issue in future, regular appoint better schedule on Tuesday; Monday always busy.

Take care!

Thanks & best regards,

Alina Liu @ WFS/US

[1309 W Walnut Parkway, Compton, CA 90220 \(FTZ\)](#)

[21508 Ferrero Parkway, City of Industry, CA 91789 \(FTZ\)](#)

WEIDA *Freight System*

From: Erika Ybarra <yerika269@gmail.com>

Sent: Monday, May 8, 2023 8:17 AM

To: Alina Li / WFS LAX <alina.li@weidafreight.com>; Brian Chang - WFS LAX <Brian.Chang@weidafreight.com>

Subject: Chronic cough

[External Email]CAUTION: The email came from outside of us. Do not click links or open attachments unless you trust them. For any payment requests, call to verify if any doubt.

Hi Alina

I've had thia cough but it's not going away ad I taste blood now so seeing the Dr this am to see whats going on.

I advised Brian this am , thank you.

Kind regards

Erika Ybarra

3 attachments



image001.gif
122K



image002.jpg
6K

From: **Alina Li / WFS LAX** <alina.li@weidafreight.com>

Date: Thu, May 18, 2023, 3:25 PM

Subject: RE: Work

To: Erika Ybarra <yerika269@gmail.com>

Dear Erika,

Kindly log in your outlook and CargoWise.

Catch up all today's pending jobs.

Only deduct half day (4 hours) today. (I informed Maria already)

Thanks & best regards,

Alina Liu @ WFS/US

1309 W Walnut Parkway, Compton, CA 90220 (FTZ)

21508 Ferrero Parkway, City of Industry, CA 91789 (FTZ)

WEIDA *Freight System*

From: Erika Ybarra <yerika269@gmail.com>

Sent: Thursday, May 18, 2023 3:22 PM

To: Alina Li / WFS LAX <alina.li@weidafreight.com>; Brian Chang - WFS LAX <Brian.Chang@weidafreight.com>

Subject: Work

[External Email]CAUTION: The email came from outside of us. Do not click links or open attachments unless you trust them. For any payment requests, call to verify if any doubt.

Hi Alina

I was at court half the day and logged on for a moment but my wifi tower wasn't working properly, I called the carrier and they advised there is an antenna issue with it. I need to exchange for a new one, I advised Brian earlier. I do apologize for this hiccup. I didn't have a lot of work today luckily, I understand today will be deducted from my pay.

K. Regards, Erika Ybarra